IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2578 OF 2003
IN
SUIT NO.749 OF 2002

Jardine Fleming India Securities P.Ltd. ....Plaintiff
V/s.
Raju Mahtani & Anr. ....Defendants

Mr.Berjis Colabawala i/b Amarchand & Mangaldas & Suresh A. Shroff & Co.for the Plaintiff.
Mr.R. Jaisingani i/b B. Trilokani for Defendant No.2.

CORAM : S.J. VAZIFDAR, J.
DATED : 19TH NOVEMBER, 2005.

P.C. :

1. A leave and licence agreement dated 26th February, 1998 was entered into between the Plaintiff and Defendant No.1. On the same day, a further agreement was executed between the parties referring to the fact that an amount of Rs.50.00 lacs was deposited by the Plaintiff with Defendant No.1 as a security deposit. Under clause 3 of this latter agreement, the Plaintiff was entitled to continue to use and occupy the premises without payment of any compensation until Defendant No.1 refunds the security Deposit. Clause 3 however provided that such staying over by the licensee i.e. the Plaintiff in the premises shall not constitute a default by the

licensee under the leave and licence agreement.

2. The security deposit has not been repaid. The Plaintiff is therefore entitled to continue to remain in the said premises.

3. No affidavit in reply has been filed.

4. In the circumstance, the Notice of Motion is made absolute in terms of prayers (a) and (b).

5. The Notice of Motion is accordingly disposed of.